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February 13, 2009
DOE 09-0008

Mr. Larry W. Clark
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**REVISION OF "USEC AND DOE RESOLUTION OF SHARED SITE ISSUES AT THE
GASEOUS DIFFUSION PLANTS" (REVISION 3)**

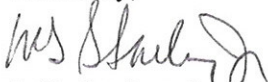
Dear Mr. Clark:

USEC and DOE, in attempting to resolve all outstanding issues concerning the Paducah fork lift incident of July 12, 2007, agreed to revise the shared site procedure USEC-100. In addition, USEC agreed to make one change in the USEC and DOE Resolution of Shared Site Issues document. Please find attached for your execution the revised Shared Site Issues document. The language in the proposed change will establish consistency with the new language in the proposed USEC 100 document.

The effect of the changes to both USEC-100 and the Shared Site Issues document is to provide for the timely sharing of safety documentation between DOE and USEC when it has the potential to affect the other party. The existing language requires transmittal of "all" safety documentation, which includes documentation that has no impact or affect on the other party

USEC appreciates your consideration and execution of the document. If you have any questions or need additional information, please contact Charlie Martin at (270) 441-5802.

Sincerely,



R.B. Starkey, Jr.

Enclosure: As Stated.

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cc:

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USEC AND DOE RESOLUTION OF
SHARED SITE ISSUES
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(Revision 3)

USEC AND DOE RESOLUTION OF
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- Background

Once the NRC assumes nuclear regulatory oversight for USEC activities at the GDPs, there will be a need to coordinate DOE and USEC activities at the GDPs to ensure that:

1. USEC and DOE activities at the GDPs do not adversely affect the operations of the other party in terms of health and safety, environmental protection, safeguards and security, and nuclear regulatory compliance.
2. Situations with the potential to affect both DOE and USEC operations and personnel, such as emergencies and threats directed toward site activities, are managed in a coordinated manner that protects the safety and health of DOE and USEC personnel, including their respective contractors/subcontractors, and the public.

- Premises

The following premises support the proposed resolution of shared site issues:

1. This joint USEC and DOE approach to shared site issues does not modify, amend, or alter in any way the lease¹ between USEC and DOE for the GDP's or any memoranda of agreement, or any other agreements between USEC and DOE.
2. The site can be divided into three types of areas: (1) DOE areas (generally non-leased) in which DOE managed or overseen activities, which are exempt from NRC regulation under Section 110.a of the Atomic Energy Act of 1954, as amended, are conducted; (2) USEC leased areas in which USEC activities subject to NRC regulation are conducted; and (3) common areas (e.g., site roads) which are used for USEC and DOE activities.

¹The term "lease" refers to the Lease Agreement between the United States Department of Energy and the United States Enrichment Corporation dated as of July 1, 1993.

3. DOE will self-regulate DOE activities conducted in DOE areas and common areas in accordance with applicable DOE requirements. This includes DOE personnel and their contractors/subcontractors. DOE assumes full responsibility for the safety, safeguards, and security of DOE activities.
 4. USEC activities conducted in USEC areas and common areas are subject to NRC regulation under terms of the certification application. This includes USEC personnel, their contractors, and subcontractors. USEC assumes full responsibility for the safety, safeguards and security of USEC activities.
- Shared Site Issues

1. **Shared Systems and Continuity of Essential Services**

USEC provides certain services and utilities (e.g., lighting, heat) to DOE that are necessary for the safety, safeguards or conduct of DOE activities. Similarly, USEC and DOE activities are protected or supported by shared systems (e.g., nuclear criticality and security alarm systems, fire protection sprinklers) that are important to the safety and safeguards of USEC and DOE activities.

USEC and DOE will work together to ensure that interruptions to services necessary for the safety, safeguards and security of the GDPs are minimized and that shared systems remain operable. Additionally, USEC will apply configuration management controls to these systems, in a manner commensurate with that applied to equivalent USEC systems, to ensure that safety, safeguards and security systems and conduct of USEC and DOE activities are not adversely affected. Similarly, USEC and DOE will work together to establish a process for controlling the scheduling of interruptions to essential services to ensure that the safety, safeguards, and security of the GDPs are not adversely affected.

2. **Control of Work Activities**

DOE and USEC agree that activities in leased spaces must be conducted in accordance with USEC commitments to NRC. Accordingly, DOE (including their contractors/subcontractors) will obtain USEC's approval prior to conducting work in leased spaces. Similarly, prior to conducting work in non-leased spaces, USEC (including their contractors/subcontractors) will obtain DOE's approval. Both parties will strive to ensure that such approvals do not impede the schedule for the work activities of either party. Additionally, both parties will ensure that work activities that affect either party are conducted in accordance with the appropriate procedures.

3. Plant Changes

DOE and USEC agree to establish procedural controls to ensure that each party is promptly notified, and appropriate approvals obtained, prior to conducting activities that affect the design, construction, operation or maintenance of facilities and systems on their respective portions of the GDP sites. This process will allow the other party to evaluate the potential safety impact of such a change on its own facilities, systems, and activities at the site.

USEC shall provide copies of revised or new safety analyses to DOE contractors when changes to the leased premises or operation of the leased premises have the potential to impact these contractors. Similarly, DOE contractors will provide copies of revised or new USQDs/Safety Analyses when changes to DOE retained facilities, systems, or operations have the potential to impact USEC. This will include any USQD evaluation that concludes a proposed change does involve an unreviewed safety question. In the event that either party has a concern about the potential impact of any plant changes by the other party on the safety of its own operations and activities at either GDP site, the appropriate USEC and DOE representatives for that site shall jointly review the change and take appropriate action to resolve the concern (including any required plant modifications) in a prompt manner.

4. Emergency Management Coordination

In accordance with Exhibit F of the lease, USEC will provide emergency response training to DOE personnel, DOE contractors, and personnel of third party tenants of DOE at each of the GDPs. In accordance with the lease, DOE will reimburse USEC for the cost of this service. DOE will make necessary arrangements to assure that these personnel attend such training and be responsible for tracking their participation to assure they receive the required initial and periodic training.

The Emergency Plan for both GDPs describes the roles and responsibilities of USEC and DOE in the event of an emergency. For a declared emergency, USEC has the lead in responding to the emergency and DOE serves as an onsite member of the Emergency Operations Center. This relationship will continue to be maintained when NRC assumes regulatory oversight of the GDPs.

In the event of an emergency, in coordination with the USEC emergency management team, DOE will take the appropriate actions to control activities in the reservation area surrounding each of the GDP sites, as defined in the current Emergency Plan for each GDP. This includes the exclusion or evacuation of

personnel from such area during an emergency. Additionally, USEC has ample authority to restrict access to the controlled area of the GDPs² for the purposes of plant protection, security, emergency preparedness, and radiation protection.³

5. Third Party Activities on GDP Sites

DOE and USEC agree to promptly provide each other with pertinent information concerning any operations or activities being conducted on their respective portions of each of the GDP sites, and the surrounding DOE-owned reservation on which that site is located, by or on behalf of third parties (e.g., The National Guard and other DOE tenants or lessees) that could have a potential impact on the operations or activities of the other part at that site. Specifically, DOE will provide USEC (and vice versa) with a written description of each existing third party lease agreement for each GDP site, including a detailed description of (a) any hazardous materials used or stored on site in connection with such lease (b) any operations or activities being conducted under such lease that could pose a hazard to USEC's operations on the leased premises or act as an initiating event for an accident on the leased premises, and (c) any transportation or other access requirements on the leased premises or common areas of the site associated with such lease, particularly with respect to the transportation or storage of hazardous materials or equipment. Such descriptions shall be updated promptly to reflect changes in third party activities. In the event that either party has a concern about the potential impact that third party activities could have on the safe operation of either GDP site, the appropriate USEC and DOE representatives for that site shall jointly review the issue and take appropriate action to resolve the concern in a prompt and cost-effective manner.

6. Physical Protection Coordination

Effective access control and response to threats against site activities and facilities requires integrated access control for USEC and DOE activities and coordinated command and control in responding to threats against site facilities and activities. USEC will continue to maintain a physical security protection plan for the GDPs which defines the roles and responsibilities of the site security organizations. In the event of a security threat at the GDPs (including both leased and non-leased areas),

²The controlled area is defined as an area outside the restricted area but inside the site (reservation) boundary.

³See USEC letter to NRC dated December 13, 1995, in response to Question 2.0Q5 of the application for PGDP and PORTS.

USEC's security force has the responsibility to initially respond to the threat and determine the appropriate course of action. Depending on the significance of the security threat, the Emergency Operations Center at the affected site will be activated and, as discussed in Item 4 of this enclosure, USEC and DOE will respond accordingly. This relationship will continue to be maintained when NRC assumes regulatory oversight of the GDPs.

7. Event Notification

USEC will promptly notify DOE of any reportable events required by 10 CFR 76 or other applicable NRC regulations. This notification will normally be made by the Plant Shift Superintendent's (PSS) office. However, this notification will not take precedence over the prompt notification of the NRC as required by NRC regulations. Similarly, DOE will promptly inform USEC of any reportable events, under DOE's occurrence reporting system, for which DOE is responsible. Such notification will normally be made to the PSS's office.

8. Helipad

USEC will establish written controls for helicopter access to the GDP sites and the air space over the sites for use by USEC, DOE or other DOE tenant organizations at the sites and to assist state or local law enforcement or emergency response personnel. Once established, DOE agrees to abide by these controls. As part of these controls, DOE will obtain USEC's concurrence from the PSS prior to utilizing the site helipad.

9. Communication of Incident Information and Media Coordination

DOE and USEC will coordinate information releases to the media in the following manner:

- a. DOE has the lead role in providing information relating to DOE activities and USEC will refer the media to DOE in such cases; and
- b. USEC has the lead role in providing information relating to USEC activities and DOE will refer the media to USEC in such cases unless there is a need for DOE to provide information in its role as site landlord.
- c. DOE and USEC will promptly provide each other with information copies of news releases of events that occur at the GDPs.

10. Radiation Protection

Radiation Protection (e.g., exposure monitoring) of employees is the responsibility of the employer (USEC or DOE) and is independent of the activities upon which they are working. That is, radiation protection for DOE personnel and their contractors/subcontractors is performed under the DOE radiation protection program. Similarly, radiation protection for USEC personnel and their contractors/subcontractors is performed under the USEC radiation program. In addition:

- a. Radiation exposure information for individuals who work on both DOE and USEC activities will be shared to permit DOE and USEC to satisfy their radiation exposure reporting requirements; and
- b. DOE will provide NRC with the radiation exposure information for DOE employees and their contractors/subcontractors, as requested, in order to meet NRC's reporting requirements.

In accordance with Exhibit F of the lease, USEC will provide radiation protection training to DOE personnel, DOE contractors, and personnel of third party tenants of DOE at each of the GDPs. In accordance with the lease, DOE will reimburse USEC for the cost of this service. DOE will make the necessary arrangements to assure that these personnel attend such training and be responsible for tracking their participation to assure they receive the required initial and periodic training.

11. International Atomic Energy Agency (IAEA) Safeguards Agreement Implementation

DOE and USEC will cooperate with the NRC in development, review, and revision of Subsidiary Arrangements and Facility Attachments for DOE and USEC activities at the sites which are applicable to the safeguards requirements of the IAEA.

12. Unclassified Controlled Nuclear Information (UCNI)


DOE is developing guidelines with consultation and technical support from USEC for the identification of UCNI at the GDPs and will provide these guidelines to NRC.

13. Access to Deleased Outside Areas

All activities in non-leased areas will be executed consistent with DOE requirements. USEC procedures which comply with NRC requirements may be utilized provided they meet or exceed equivalent DOE requirements. Subject to DOE approval, USEC may be permitted to run additional or new utilities over and/or under these outside areas to serve additional needs of USEC and DOE. USEC will contact DOE prior to work in these areas and will not violate any requirements imposed on the DOE by other regulatory agencies (e.g., EPA, OSHA). In cases where prior notification would deter USEC's ability to respond to an exigent situation (e.g., emergency response situations, water main breaks, etc.), notification will occur as soon as practical.

CONCURRED BY:

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